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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 WESTERN DIVISION
14

15 JIM BROWN, Individually and On
Behalf of All Others Similarly Situated,

16 Plaintiff,

17 vs.

18 BRETT C. BREWER, et al.,

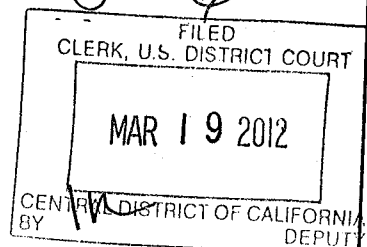
19 Defendants.
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No. 2:06-cv-03731-GHK-SH

CLASS ACTION

[PROPOSED] JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE, ORDER APPROVING
REVISED PLAN OF ALLOCATION
AND ORDER AWARDING
ATTORNEYS' FEES AND
EXPENSES

21 DATE: March 19, 2012
22 TIME: 9:30 a.m.
23 CTRM: The Honorable
George H. King
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1 This matter came before the Court on March 19, 2012 on the application of the
2 Parties to determine (i) whether the terms and conditions of the Amended Stipulation
3 of Settlement dated February 4, 2011 (the "Stipulation") are fair, reasonable, and
4 adequate for the settlement of all claims asserted by Plaintiff against defendants Brett
5 Brewer, Daniel Mosher, Lawrence Moreau, David Carlick, Andrew Sheehan, Richard
6 Rosenblatt, James Quandt, and William Woodward in the above-captioned class
7 action (the "Action"), and should be approved; (ii) whether judgment should be
8 entered: (a) dismissing the Action on the merits and with prejudice in favor of the
9 Defendants and as against all Persons who are Members of the Class herein who have
10 not validly requested exclusion therefrom, and (b) releasing any and all Settled Claims
11 (including any Unknown Claims) as against all Released Persons, and (c) releasing
12 any and all Released Persons' Claims (including any Unknown Claims) as against
13 Plaintiff, Class Members and their attorneys; (iii) whether to approve the Revised Plan
14 of Allocation as a fair and reasonable method to allocate the Settlement proceeds
15 among the Members of the Class; and (iv) whether and in what amount to award
16 attorneys' fees and expenses to Plaintiff's Lead Counsel and an award of expenses to
17 Plaintiff for his time and expenses in representing the Class. The Court having
18 considered all matters submitted to it and having heard the arguments of the Parties;
19 and it appearing that notice of the Settlement Hearing and the Revised Plan of
20 Allocation, substantially in the form approved by the Court, were mailed to all
21 Persons reasonably identifiable, as shown by the records of Intermix's transfer agent,
22 at the respective addresses set forth in such records, who held Intermix common stock
23 at any time from July 18, 2005 through and including September 30, 2005.

24 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

25 1. This Judgment hereby incorporates by reference the definitions in the
26 Stipulation, and all terms used herein shall have the same meanings as set forth in the
27 Stipulation.
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1 2. This Court has jurisdiction over the subject matter of Plaintiff's motions
2 and all matters relating thereto, including all Members of the Class who have not
3 timely and validly requested exclusion. The Court has jurisdiction over the subject
4 matter of the Action and over all parties to the Action, including all Class Members.

5 3. Notice of the proposed Settlement was given to all Class Members who
6 could be identified with reasonable effort. The form and method of notifying the
7 Class of the terms and conditions of the proposed Settlement were in full compliance
8 with the requirements of due process and Rule 23 of the Federal Rules of Civil
9 Procedure, and constituted the best notice practicable under the circumstances, and
10 constituted due and sufficient notice to all Persons entitled thereto.

11 4. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil
12 Procedure, the Court hereby finds that due and adequate notice of these proceedings
13 was directed to all Persons who are Class Members, advising them of the Settlement,
14 the releases, the Plan of Allocation, the Revised Plan of Allocation, and Plaintiff's
15 Lead Counsel's intent to apply for attorneys' fees and expenses associated with the
16 Action and reimbursement of Plaintiff's time and expenses incurred in the Action, and
17 of their right to object thereto, and a full and fair opportunity was accorded to all
18 Persons who are Class Members to be heard with respect to the foregoing matters.
19 Thus, it is hereby determined that all Class Members, other than those who timely and
20 validly excluded themselves in accordance with the Notice of Pendency of Class
21 Action mailed to former Intermix shareholders in November and December 2009 (see
22 Exhibit A hereto), are bound by this Judgment.

23 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court
24 hereby approves the Settlement as set forth in the Stipulation, and finds that the
25 Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of
26 the Class Members, including Plaintiff. This Court further finds that the Settlement
27 set forth in the Stipulation is the result of arm's-length negotiations between
28 experienced counsel representing the interests of the Parties. Accordingly, the

1 Settlement embodied in the Stipulation is hereby approved in all respects and shall be
2 consummated in accordance with the terms and provisions of the Stipulation. The
3 Parties are hereby directed to perform the terms of the Stipulation.

4 6. The complaints, which the Court finds were filed on a good faith basis in
5 accordance with the federal law based upon all publicly available information, are
6 hereby dismissed with prejudice as against the Defendants and without costs except
7 for the payments expressly provided for in the Stipulation.

8 7. Upon the Effective Date, Plaintiff and the other Members of the Class, on
9 behalf of themselves, their heirs, executors, administrators, predecessors, successors,
10 and assigns, are forever enjoined and barred from prosecuting any and all Settled
11 Claims (including any Unknown Claims) against any Released Person. The Settled
12 Claims are hereby released, waived, discharged, settled, relinquished, and dismissed
13 as against the Released Persons on the merits and with prejudice by virtue of the
14 proceedings herein and this Judgment.

15 8. Upon the Effective Date, Defendants and each of the other Released
16 Persons, on behalf of themselves, their heirs, executors, administrators, predecessors,
17 successors, and assigns, are forever enjoined and barred from prosecuting any and all
18 Released Persons' Claims (including any Unknown Claims) against Plaintiff, the other
19 Class Members and their attorneys. The Released Persons' Claims are hereby
20 released, waived, discharged, settled, relinquished, and dismissed on the merits and
21 with prejudice as against Plaintiff, the other Class Members and their attorneys by
22 virtue of the proceedings herein and this Judgment.

23 9. Neither this Judgment nor the Stipulation, nor any of its terms and
24 provisions, nor any of the negotiations, discussions or proceedings connected with it,
25 nor any of the documents or statements referred to therein, shall be: (a) deemed or
26 constitute a presumption, concession or an admission by any Party of any fault,
27 liability or wrongdoing by any of them, or interpreted, construed, deemed, offered or
28 received in evidence or otherwise used by any Person in the Action or in any other

1 action or proceeding, whether civil, criminal or administrative; except in connection
2 with any proceeding to enforce the terms of this Judgment and the Stipulation; or (b)
3 construed against any of the Released Persons, the Plaintiff or any other Class
4 Member as an admission, concession, or presumption that the consideration to be
5 given hereunder represents the amount which could be or would have been recovered
6 after trial; or (c) construed against Plaintiff or any other Class Member as an
7 admission, concession, or presumption that any of their claims are without merit or
8 that damages recoverable in the Action would not have exceeded the Settlement
9 Amount. Defendants may file the Stipulation and/or this Judgment in any other action
10 that may be brought against them in order to support a defense or counterclaim based
11 on principles of *res judicata*, collateral estoppel, release, good faith settlement,
12 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
13 similar defense or counterclaim.

14 10. The Court reserves jurisdiction, without affecting in any way the finality
15 of this Judgment, (a) over implementation and enforcement of the Settlement; (b) the
16 allowance, disallowance or adjustment of any Class Member's claim on equitable
17 grounds and any award of distribution of the Settlement Fund; (c) disposition of the
18 Settlement Fund; (d) enforcing and administering this Judgment; (e) enforcing and
19 administering the Stipulation, including any releases executed in connection
20 therewith, and the Supplemental Agreement; and (f) other matters related or ancillary
21 to the foregoing.

22 11. The passage of title and ownership of the Settlement Fund to the Escrow
23 Agent in accordance with the terms and obligations of the Stipulation is approved. No
24 Person that is not a Class Member or Plaintiff's Counsel shall have any right to any
25 portion of or any rights in the distribution of, the Settlement Fund, unless otherwise
26 ordered by the Court or otherwise provided in the Stipulation.

27 12. In the event that the Settlement does not become effective in accordance
28 with the terms of the Stipulation or in the event that the Settlement Fund, or any

1 portion thereof, is returned to Defendants (or such person or entity responsible for
2 funding the Settlement Amount), and such amount is not replaced by others, then this
3 Judgment shall be rendered null and void to the extent provided by and in accordance
4 with the Stipulation, and shall be vacated to the extent provided by the Stipulation
5 and, in such event: (a) all Orders entered and releases delivered in connection
6 herewith shall immediately be null and void to the extent provided by and in
7 accordance with the Stipulation; (b) the fact of the Settlement shall not be admissible
8 in any trial of this Action and the Parties shall be deemed to have reverted to their
9 respective status in this Action as of October 21, 2010; and (c) the Settlement Fund
10 (including accrued interest), less Taxes and less expenses and any costs which have
11 either been disbursed or incurred as Notice and Administration Costs, plus any
12 amount of Court-awarded attorneys' fees and expenses paid to Plaintiff's Counsel,
13 shall be refunded by Plaintiff's Lead Counsel pursuant to written instructions from
14 Defendants' Counsel as provided in the Stipulation.

15 13. Without further Order of the Court, the Parties may agree to reasonable
16 extensions of time to carry out any of the provisions of the Stipulation.

17 14. The Court finds for purposes of Rule 54(b) of the Federal Rules of Civil
18 Procedure, that there is no just reason for delay in the entry of this Judgment and
19 immediate entry by the Clerk of the Court is expressly directed.

20 15. The Court finds that during the course of the Action, the Parties and their
21 respective counsel at all times complied with the requirements of Federal Rule of
22 Civil Procedure 11.

23 16. Pursuant to and in full compliance with Rule 23 of the Federal Rules of
24 Civil Procedure, this Court hereby finds and concludes that due and adequate notice of
25 the Plan of Allocation and the Revised Plan of Allocation was directed to all Persons
26 who are Class Members, and a full and fair opportunity was accorded to all Persons
27 and entities who are Class Members to be heard with respect to the Plan of Allocation
28 and the Revised Plan of Allocation.

1 17. The Court hereby finds and concludes that the formula for the calculation
2 of the claims of Authorized Claimants which is set forth in the Notice of Revised Plan
3 of Allocation and Revised Proof of Claim and Release ("Revised Notice") sent to
4 Class Members provides a fair and reasonable basis upon which to allocate the
5 proceeds of the Net Settlement Fund among Class Members, with due consideration
6 having been given to administrative convenience and necessity.

7 18. The Court hereby finds and concludes that the Revised Plan of Allocation
8 set forth in the Revised Notice is in all respects fair and reasonable and the Court
9 hereby approves the Revised Plan of Allocation.

10 19. The Court hereby awards Plaintiff's Lead Counsel attorneys' fees of 27%
11 of the Settlement Fund, plus expenses in the amount of \$851,286.91 together with the
12 interest earned thereon for the same time period and at the same rate as that earned on
13 the Settlement Fund until paid. The Court finds that the amount of fees awarded is
14 appropriate and that the amount of fees awarded is fair and reasonable under the
15 "percentage-of-recovery" method given the substantial risks of non-recovery, the time
16 and effort involved, and the result obtained for the Class. *See Vizcaino v. Microsoft*
17 *Corp.*, 290 F.3d 1043 (9th Cir. 2002).

18 20. The fees shall be allocated among Plaintiff's Counsel by Plaintiff's Lead
19 Counsel in a manner that reflects each such counsel's contribution to the institution,
20 prosecution, and resolution of the captioned action.

21 21. The awarded attorneys' fees and expenses and interest earned thereon
22 shall immediately be paid to Plaintiff's Lead Counsel subject to the terms, conditions,
23 and obligations of the Stipulation, and in particular ¶8.2 thereof which terms,
24 conditions, and obligations are incorporated herein.

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1 22. The Court awards Plaintiff Jim Brown the sum of \$10,000 for his time
2 and expenses in representing the Class.

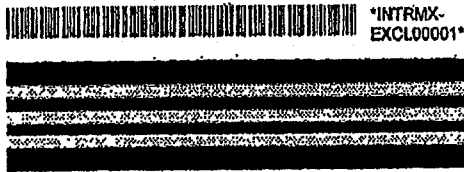
3 IT IS SO ORDERED.

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5 DATED: 3/19/12


6 THE HONORABLE GEORGE H. KING
7 UNITED STATES DISTRICT JUDGE
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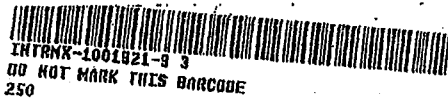
EXHIBIT A

Jim Brown v. Brett Brewer, et al.
do Gilardi & Co.



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CLAIMS CENTER

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RICHARD WYNNE &
EVELYN M WYNNE
[Redacted Address]

PRESORTED

COPY



INTRMX

Request for Exclusion
Re: Jim Brown Plaintiffs v Brett v Brewer et al
I Richard Wynne and my spouse Evelyn M. Wynne
residing at [Redacted Address]
do hereby request exclusion from the Class.
We do not have a record of the number
of Intervenor shares held from July 18th, 2005
through Sept. 30th 2005.

Richard Wynne
Evelyn M. Wynne

Jim Brown v. Brett Brewer, et al.
c/o Gilardi & Co.
P.O. Box 808061
Petaluma, CA 94975-8061

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Important Legal Document.



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DO NOT MARK THIS BARCODE
250

RICHARD WYNNE &
EVELYN M WYNNE
[REDACTED]



PRESORTED

INTRMX-

Request for Exclusion
Re: Jim Brown Plaintiffs v Brett v Brewer et al
I Richard Wynne and my spouse Evelyn M. Wynne
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Richard Wynne
Evelyn M. Wynne

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23 DEC 2009 PM 5:1

Jim Brown V. Brett Bremer, et al.
C/O Gilardi & Co
P.O. Box 808061
Petaluma, CA 94975-8061

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Exclusion
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CLAIMS CENTI

et al

CC

v. Brett Brewer

- Timothy Edward Winn

[REDACTED]

[REDACTED]

- I request exclusion From the Class

- 300 shares of Intermit

Timothy E. Winn

1/31/10

- Jim Brown v. Brett Brewer et al

- Timothy Edward Winn

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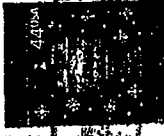
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Timothy E. Winn

T. Winn

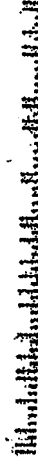
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Jim Brown v. Brett Brewer et al
c/o Gilardi & Co.
P.O. Box 808061
Petaluma, CA 94975-8061

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94975-8061



CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2012, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I caused to be mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on March 5, 2012.

s/ Ellen Gusikoff Stewart
ELLEN GUSIKOFF STEWART

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